



SPILMAN THOMAS & BATTLE, PLLC

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November 16, 2006

RECORDATION NO. 26324-D FILED

NOV 17 '06

4-20 PM

SURFACE TRANSPORTATION BOARD



VIA FEDERAL EXPRESS

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) please find one original and one copy of a Partial Release, dated September 21, 2006, and effective as of November 16, 2006, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Secured Party: Land Use Corporation
300 Greenbrier Road
P. O. Box 460
Summersville, West Virginia 26651
as collateral agent for Rail Connection, Inc. and
William T. Bright

Debtor: North American Railcar, LLC
737 Eleanor Industrial Park
P. O. Box 800
Eleanor, West Virginia 25070

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A attached to the enclosed Partial Release.



Mr. Vernon A. Williams
November 16, 2006
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A short summary of the document to appear in the index is:

Partial Release.

This Partial Release is intended to effectuate a release of the Secured Party's and the Debtor's interest in the rail cars referenced in Exhibit A of the enclosed Partial Release, which rail cars are a portion of the rail cars covered by the Security Agreement (bearing Surface Transportation Board Recordation No. 26324), the Assignment of Rents and Leases (bearing Surface Transportation Board Recordation No. 26324-A) and the Memorandum of Lease (bearing Surface Transportation Board Recordation No. 26324-B), each dated as of May 3, 2006.

Also enclosed is a check in the amount of \$34.00 and payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return the stamped copy of the enclosed document to the undersigned in the enclosed self-addressed stamped envelope.

Very truly yours,

Angela F. Hill

AFH/tlh/445484
Enclosures

NOV 17 '06

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PARTIAL RELEASE**SURFACE TRANSPORTATION BOARD**

This Partial Release is made this 21st day of September, 2006, and effective as of November 16, 2006, by and between **North American Railcar, LLC**, a West Virginia limited liability company with its principal place of business at 737 Eleanor Industrial Park, P.O. Box 800, Eleanor, West Virginia 25070 ("Borrower"), and **Land Use Corporation**, a West Virginia corporation with its principal place of business at 300 Greenbrier Road, P.O. Box 460, Summersville, West Virginia 26651, as agent ("Agent") for **William T. Bright**, a resident of West Virginia ("Bright") and **Rail Connection, Inc.**, a West Virginia corporation with its principal place of business located at 737 Eleanor Industrial Park, P.O. Box 800, Eleanor, West Virginia 25070 ("Rail Connection," and together with Bright, "Lender");

WHEREAS, pursuant to those certain Bill of Sale, copies of which are attached hereto as **Exhibit A**, Borrower has agreed to sell to Kinder Morgan Petcoke, LP, a Delaware limited partnership ("Kinder Morgan") all of Borrower's right, title and interest in and to the Eighteen (18) 100-ton 4,000 c.f. triple hopper rail cars more particularly defined and described in **Appendix A** to the Bill of Sale (the "Released Rail Cars");

WHEREAS, the Released Rail Cars are among those three hundred four (304) 100-ton, 4000 c.f. triple hopper railroad coal cars (the "Equipment") owned by Borrower and (a) leased American Electric Power Service Corporation, on behalf of Ohio Power Company ("AEP") pursuant to Railroad Car Lease R06004 between Borrower and AEP dated May 3, 2006 (the "AEP Lease"); and (b) pledged to Agent for the benefit of Lender pursuant to a Security Agreement and an Assignment of Rents and Leases between Borrower, Agent and Lender, each dated May 3, 2006, to secure Lender in payment of a certain promissory note dated May 3, 2006, executed by Borrower in the principal amount of \$4,776,000, payable to the order of Bright (the "Bright Note") and a certain promissory note dated May 3, 2006, executed by Borrower in the

principal amount of \$1,000,000 (the "RCI Note" and together with the Bright Note, the "Notes"), and to further secure the payment and performance of all obligations of Borrower to Lender and Agent under the Notes, the Security Agreement and the Assignment of Rents and Leases;

WHEREAS, Borrower and Lender have agreed that Borrower's sale of all of its right, title and interest in and to the Released Rail Cars to Kinder Morgan is in the best interests of Borrower and Lender;

WHEREAS, Borrower desires to terminate and release the Released Rail Cars from the AEP Lease; and

WHEREAS, Lender desires to terminate and release the Released Rail Cars from the lien on and security interest created by the Security Agreement and the Assignment of Rents and Leases.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Borrower and Lender do hereby agree as follows:

1. That Borrower and Lender have authorized and approved the sale, assignment, transfer and conveyance all of Borrower's right, title and interest in and to the Released Rail Cars to Kinder Morgan pursuant to the Bill of Sale attached hereto and incorporated herein as **Exhibit A**.

2. That at or prior to the date hereof, Borrower has terminated and released the Released Rail Cars from the AEP Lease. Except with respect to the termination and release of the Released Rail Cars as described herein, the AEP Lease remains valid and in full force and effect.

3. That as of the date hereof, Lender hereby releases its lien on and security interest in the Released Rail Cars. Except with respect to the termination and release by Lender of the Released Rail Cars as described herein, the Security Agreement and the Assignment of Rents and Leases shall each remain valid and in full force and effect.

This Partial Release may be executed in one or more counterparts, each of which will be deemed an original of this Partial Release and all of which, taken together, will be deemed to constitute one and the same instrument.

WITNESS the following signatures as of the 21st day of September, 2006.

NORTH AMERICAN RAILCAR, LLC

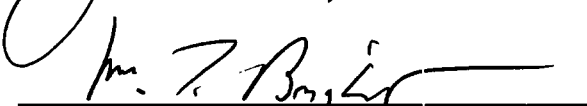
By 

Its President

LAND USE CORPORATION

By 

Its President



Mr. T. Bright

WILLIAM T. BRIGHT

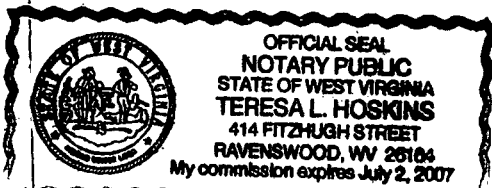
RAIL CONNECTION, INC.

By 

Its Vice President

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF KANAWHA)

On this 1st day of November, 2006 before me personally appeared W. Kurt Higginbotham, to me personally known, who being by me duly sworn, says that he is the President of North American Railcar, LLC, a West Virginia limited liability company, that the foregoing instrument was signed on behalf of said limited liability company by authority of its Members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.



Teresa L. Hoskins
Notary Public

My commission expires: July 2, 2007

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF NICHOLAS)

On this 21st day of September, 2006 before me personally appeared James E. Davis, to me personally known, who being by me duly sworn, says that he is the President of Land Use Corporation, a West Virginia corporation, as Agent for William T. Bright and Rail Connection, Inc., that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



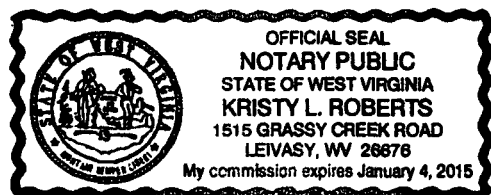
Kristy L. Roberts
Notary Public

My commission expires: January 4, 2015

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF NICHOLAS)

On this 21st day of September, 2006, before me personally appeared William T. Bright, to me known to be the person described in and who executed the forgoing instrument and he acknowledged that he executed the same as his free act and deed.

(Seal)

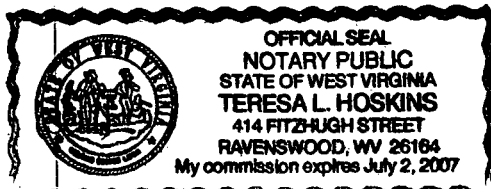


Kristy L. Roberts
Notary Public

My commission expires January 4, 2015

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF KANAWHA)

On this 1st day of November, 2006, before me personally appeared W. Kurt Higginbotham, to me personally known, who being by me duly sworn, says that he is the Vice President of Rail Connection, Inc., a West Virginia corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Teresa L. Hoskins
Notary Public

My commission expires: July 2, 2007

EXHIBIT A – BILL OF SALE

BILL OF SALE

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, North American Railcar, LLC ("Seller") does hereby sell, assign, transfer and convey unto Kinder Morgan Petcoke, LP ("Buyer"), and its successors and assigns, all of the Seller's right, title, and interest in and to the Two (2) 100-ton 4,000 c.f. triple hopper rail cars described in APPENDIX A hereto (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement, dated the 30th day of August, 2006, by and between Buyer and Seller and neither expands upon nor limits the right and obligations of the parties under the Purchase and Sale Agreement.

Seller hereby represents and warrants to Buyer that Seller owns the Equipment and that as of the date hereof the Equipment is free and clear of any mortgage, pledge, lien, charge, disposition of title, encumbrance, lease, right of first refusal or security interest.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES, REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART OR PORTION THEREOF. ACCORDINGLY, THE EQUIPMENT IS BEING SOLD AS IS, WHERE IS, AND WITH ALL FAULTS, AND SELLER HAS NOT MADE, AND SHALL NOT BE DEEMED, BY VIRTUE OF HAVING SOLD THE EQUIPMENT, OR OTHERWISE, TO HAVE MADE, AND EXPRESSLY DISCLAIMS, ANY GUARANTEE, REPRESENTATION OR WARRANTY, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, VALUE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF, THE CONFORMITY OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR INVOICE RELATING THERETO OR ANY OTHER DESCRIPTION THEREOF, THE FREEDOM OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF FROM ANY LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), OR, EXCEPT AS SET FORTH ABOVE, ANY OTHER GUARANTEE, REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART OR PORTION THEREOF, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY THE BUYER.

By its acceptance of this Bill of Sale the Buyer confirms that it has inspected the Equipment to its full satisfaction and accepts the Equipment AS IS, WHERE IS AND WITH ALL FAULTS.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 6th day of November, 2006.

NORTH AMERICAN RAILCAR, LLC

BY: Warren K. Higginbotham

NAME: Warren K. Higginbotham

TITLE: President

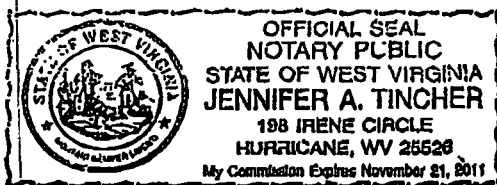
STATE OF WEST VIRGINIA)

) SS:

COUNTY OF PUTNAM)

On this 6th day of November, 2006, before me the subscriber, Jennifer A. Tincher, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Warren K. Higginbotham to me personally known, who stated and acknowledged that he is the President of North American Railcar, LLC, a West Virginia limited liability company (the "Company"), and duly authorized by authority of the Members of said Company in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said Company and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said Company, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6th day of November, 2006.



Jennifer A. Tincher
(Notary Signature)

My commission expires:

November 21, 2011

BILL OF SALE

APPENDIX A

AEPX 2410

AEPX 2465

BILL OF SALE

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, North American Railcar, LLC ("Seller") does hereby sell, assign, transfer and convey unto Kinder Morgan Petcoke, LP ("Buyer"), and its successors and assigns, all of the Seller's right, title, and interest in and to One (1) 100-ton 4,000 c.f. triple hopper rail cars described in APPENDIX A hereto (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement, dated the 30th day of August, 2006, by and between Buyer and Seller and neither expands upon nor limits the right and obligations of the parties under the Purchase and Sale Agreement.

Seller hereby represents and warrants to Buyer that Seller owns the Equipment and that as of the date hereof the Equipment is free and clear of any mortgage, pledge, lien, charge, disposition of title, encumbrance, lease, right of first refusal or security interest.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES, REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART OR PORTION THEREOF. ACCORDINGLY, THE EQUIPMENT IS BEING SOLD AS IS, WHERE IS, AND WITH ALL FAULTS, AND SELLER HAS NOT MADE, AND SHALL NOT BE DEEMED, BY VIRTUE OF HAVING SOLD THE EQUIPMENT, OR OTHERWISE, TO HAVE MADE, AND EXPRESSLY DISCLAIMS, ANY GUARANTEE, REPRESENTATION OR WARRANTY, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, VALUE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF, THE CONFORMITY OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR INVOICE RELATING THERETO OR ANY OTHER DESCRIPTION THEREOF, THE FREEDOM OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF FROM ANY LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), OR, EXCEPT AS SET FORTH ABOVE, ANY OTHER GUARANTEE, REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART OR PORTION THEREOF, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY THE BUYER.

By its acceptance of this Bill of Sale the Buyer confirms that it has inspected the Equipment to its full satisfaction and accepts the Equipment AS IS, WHERE IS AND WITH ALL FAULTS.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 8th day of November, 2006.

NORTH AMERICAN RAILCAR, LLC

BY: Warren K. Higginbotham

NAME: Warren K. Higginbotham

TITLE: President

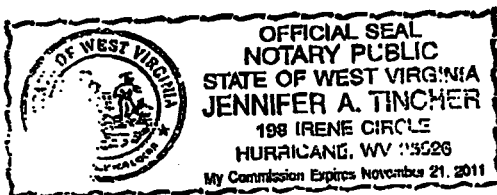
STATE OF WEST VIRGINIA)

) SS:

COUNTY OF PUTNAM)

On this 8th day of November, 2006, before me the subscriber, Jennifer A. Tinch, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Warren K. Higginbotham to me personally known, who stated and acknowledged that he is the President of North American Railcar, LLC, a West Virginia limited liability company (the "Company"), and duly authorized by authority of the Members of said Company in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said Company and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said Company, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of November, 2006.



Jennifer A. Tinch
(Notary Signature)

My commission expires:

November 11, 2011

BILL OF SALE

APPENDIX A

AEPX 2522

BILL OF SALE

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, North American Railcar, LLC ("Seller") does hereby sell, assign, transfer and convey unto Kinder Morgan Petcoke, LP ("Buyer"), and its successors and assigns, all of the Seller's right, title, and interest in and to Fifteen (15) 100-ton 4,000 c.f. triple hopper rail cars described in APPENDIX A hereto (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement, dated the 30th day of August, 2006, by and between Buyer and Seller and neither expands upon nor limits the right and obligations of the parties under the Purchase and Sale Agreement.

Seller hereby represents and warrants to Buyer that Seller owns the Equipment and that as of the date hereof the Equipment is free and clear of any mortgage, pledge, lien, charge, disposition of title, encumbrance, lease, right of first refusal or security interest.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES, REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART OR PORTION THEREOF. ACCORDINGLY, THE EQUIPMENT IS BEING SOLD AS IS, WHERE IS, AND WITH ALL FAULTS, AND SELLER HAS NOT MADE, AND SHALL NOT BE DEEMED, BY VIRTUE OF HAVING SOLD THE EQUIPMENT, OR OTHERWISE, TO HAVE MADE, AND EXPRESSLY DISCLAIMS, ANY GUARANTEE, REPRESENTATION OR WARRANTY, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, VALUE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF, THE CONFORMITY OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR INVOICE RELATING THERETO OR ANY OTHER DESCRIPTION THEREOF, THE FREEDOM OF THE EQUIPMENT OR ANY PART OR PORTION THEREOF FROM ANY LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), OR, EXCEPT AS SET FORTH ABOVE, ANY OTHER GUARANTEE, REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART OR PORTION THEREOF, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY THE BUYER.

By its acceptance of this Bill of Sale the Buyer confirms that it has inspected the Equipment to its full satisfaction and accepts the Equipment **AS IS, WHERE IS AND WITH ALL FAULTS**.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 16th day of November, 2006.

NORTH AMERICAN RAILCAR, LLC

BY: Warren K. Higginbotham

NAME: Warren K. Higginbotham

TITLE: President

STATE OF WEST VIRGINIA)

) SS:

COUNTY OF PUTNAM)

On this 16th day of November, 2006, before me the subscriber, Wendy L. Thomas, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Warren K. Higginbotham to me personally known, who stated and acknowledged that he is the President of North American Railcar, LLC, a West Virginia limited liability company (the "Company"), and duly authorized by authority of the Members of said Company in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said Company and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said Company, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of November, 2006.

Wendy L. Thomas
(Notary Signature)

My commission expires:

May 16, 2011

